



August 7, 2007

VIA HAND DELIVERY & E-FILING

The Honorable Sue L. Robinson  
District Court Judge  
J. Caleb Boggs Federal Building  
844 N. King Street  
Room 6124  
Wilmington, DE 19801

Daniel M. Silver

Associate  
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Re: Christian J. Henrich v. John W. Field, et al.  
C. A. No. 06-CV-591

Dear Judge Robinson:

I write to inform Your Honor that the parties have settled the above-referenced matter as reflected in the enclosed email exchange between their respective counsel. Please do not hesitate to contact me if you require any additional information.

As always, we remain at the Court's complete disposal.

Respectfully Submitted,

Daniel M. Silver (#4758)

DMS/jc

Enclosure

cc: Elizabeth A. Wilburn, Esq. (via email)  
Edward S. Mazurek, Esq. (via email)  
David Windenor, Esq. (via email)

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"David S. Widenor"  
<dwidenor@damonmorey.co  
m>

07/23/2007 11:45 AM

To emazurek@morganlewis.com

cc

bcc

Subject Re: Henrich v Quantum: Settlement Purposes

History:

➡ This message has been replied to.

Ed:

We have a settlement agreement. I will await your draft settlement agreement.

David

David S. Widenor, Esq.  
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>>> <emazurek@morganlewis.com> 7/23/2007 11:34 AM >>>

David,

My clients' sole objective in settlement is finality. Accordingly, Quantum will pay \$8,000 to your client in exchange for a general release which would include, but not be limited to, his claims in the lawsuit which would be subject to a stipulation of dismissal with prejudice each party to bear its own costs. The agreement would include an acknowledgment that your client has relinquished any right or claim to any stock and stock options in Holdings, Innovations and any predecessors and affiliated entities. Quantum will cancel the checks issued to your client for the unvested shares (\$13.54) and the vested shares (\$530.88). Additionally, the settlement agreement would acknowledge that Quantum is entering into the settlement solely to avoid the costs of further litigation and that its agreement to settle shall not be an acknowledgement of any wrongdoing or of the validity of any claims asserted against any of the defendants. Finally, the agreement would include a mutual non-disparagement provision. Please let me know if these terms are acceptable and I will prepare the agreement for execution today.

ESM